

EDUCATIONALL LTD STANDARD TERMS AND CONDITIONS FOR THE SALE OF GOODS AND SERVICES

1. Introduction

1.1 We are Educationall Limited, a company registered in England and Wales under number 6325108.

1.2 These are the terms and conditions upon which we do business. Please read them carefully - in certain places they restrict your legal rights - and please contact us if you want to clarify or discuss any of these terms and conditions.

1.3 We may revise or update these terms and conditions at any time without notice. The current version of these terms and conditions can be found on our web site at www.educationall.co.uk.

2. Definitions and interpretation

In these terms and conditions:

2.1 unless the context otherwise requires, the following definitions apply: "Contract of Sale" has the meaning given to that term in clause 6.3; "Goods" means the audio, visual and other equipment that we sell from time to time;

"Services" means the services that we supply from time to time;

"Educationall Goods" has the meaning given to that term in clause 3.2;

"Third Party Goods" has the meaning given to that term in clause 3.2; and

"Unpaid Goods" has the meaning given to that term in clause 8.2;

2.2 words importing the singular shall include the plural and vice versa, words importing a gender shall include all genders and words importing persons shall include bodies corporate, unincorporated associations and partnerships;

2.3 any reference to a statute, statutory provision or subordinate legislation is a reference to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation;

2.4 references to clauses are references to clauses of these terms and conditions; and

2.5 headings are included for ease of reference only and shall not affect the interpretation or construction of these terms and conditions.

3. Dealings between you and us

3.1 These are the terms and conditions (as revised or updated from time to time in accordance with clause 1.3) upon which we are willing to sell Goods and supply Services to you and they will apply to all dealings between you and us to the exclusion of all other terms and conditions (including any terms and conditions which you may purport to apply under any purchase order, confirmation of order or similar document).

3.2 We sell two types of Goods: Goods that are manufactured by third parties ("Third Party Goods") and Goods that are manufactured by us or on our behalf ("Educationall Goods"). These terms and conditions apply to the sale of both types of Goods.

3.3 No variation to these terms and conditions will be binding unless one of our directors writes to you confirming the variation.

4. Information about Goods and Services

4.1 All samples, drawings, descriptive matter, specifications and advertising we issue and any descriptions or illustrations contained in our catalogues or on our web site are issued or published for the sole purpose of giving you a general idea of our goods

and services. Although we make every effort to ensure that information about our goods and services is correct, sometimes it may be incomplete, out of date or inaccurate. In particular, some details, such as colour and dimensions, may not be a true representation and subject to change without notice.

4.2 If you wish to rely on a particular piece of information about our goods or services then you should let us know in writing. If we are happy for you to rely on a particular piece of information about our goods or services then one of our directors will confirm this to you in writing; otherwise you cannot make a claim against us or cancel an order based on information given to you about our goods or services, any sample or the suitability of our goods or services for a particular purpose.

5. Quotations

5.1 All quotations and offers we make to you about the sale of Goods and the provision of Services are subject to these terms and conditions.

5.2 All quotations and offers we make to you are made on an "invitation to treat" basis only. This means that we are not obliged to sell Goods and/or provide Services to you on the terms stated in the quotation or offer until, and only to the extent that, those terms are agreed as part of a binding Contract of Sale. Please see clause 6.3 for details of how a binding Contract of Sale is made between you and us. Each offer or quotation we make shall lapse automatically 30 days after it is made.

6. Orders

6.1 To place an order with us for the purchase of Goods you need to provide us with an official company purchase order containing at least the description and number of the Goods you wish to order.

6.2 To place an order with us for the purchase of Services you need to provide us with an official company purchase order containing at least the description of the Services you require.

6.3 If we accept an order you place with us at the time we may send you written confirmation that we accept your order or, if earlier, at the time we dispatch/make available for collection the ordered Goods to you or commence the provision of the Services (as applicable). It is at the moment we accept your order that a contract of sale is made between you and us for the sale of the Goods and/or the provision of Services specified in your order ("Contract of Sale"). Each Contract of Sale is subject to these terms and conditions to the exclusion of all other terms and conditions (including any terms and conditions which you may purport to apply under any purchase order, confirmation of order or similar document).

6.4 All orders that you place and all confirmations of orders that we give are subject to the provisions of these terms and conditions. If there is any inconsistency between these terms and conditions and any order you place or confirmation we give then these terms and conditions shall prevail.

6.5 You may cancel or modify an order at any time before we accept it.

6.6 You may not cancel or modify an order that we have accepted unless:

(a) you notify us in writing that you wish to modify or cancel that order; and
(b) one of our directors has agreed in writing to that modification or cancellation; and

(c) if you wish to cancel that order, you pay all our costs incurred up to the date of cancellation.

7. Collection and delivery of Goods

7.1 Subject to you complying with your obligations under these terms and conditions including, without limitation, your obligations under Clause 15.2, if the Goods you order are in stock then we aim to despatch the Goods to you or make them available

for collection within three working days of the day we receive your order or, if later, by the date set out in your order. Please note that the day we receive your order may not be the same day you place the order, for example, if you place the order on a Saturday, Sunday or bank or public holiday.

7.2 Subject to you complying with your obligations under these terms and conditions including, without limitation, your obligations under Clause 15.2, if the Goods you order are not in stock then they will be despatched to you automatically or made available for collection (as applicable) once they are in stock.

7.3 We recognise that you may suggest collection/delivery dates in your orders for Goods. We will try to meet your suggested collection/delivery dates; but we cannot, and do not, guarantee to make Goods available for collection or to deliver Goods by any particular date. We accept no liability for any loss or damage you may suffer as a result of our failure to make Goods available for collection or to deliver Goods on or by a particular date.

7.4 If you notify us that you or your end customer want to collect ordered Goods from our offices then we will let you know when the Goods are ready for collection and you or your end customer must collect the Goods within seven days. We may charge you an administration fee for the collection of Goods by you or your end customer. If you or your end customer fail to collect the Goods within seven days then we may charge you and you will be liable to pay us for all costs we incur in continuing to keep the Goods.

7.5 If you notify us that you want us to deliver ordered Goods then we will deliver the Goods to the delivery address you specify (which may be the address of the end customer to whom you are sending the Goods). We may charge you for delivery.

7.6 You must make all arrangements necessary for you or your end customer to take delivery of Goods when we deliver them, including providing labour and suitable unloading equipment for the unloading of delivered Goods. If you or your end customer do not accept delivery of Goods or we are unable to deliver or are delayed in delivering Goods because of your or your the end user's actions or omissions then we may charge you and you will be liable to pay us for all costs we incur as a result.

7.7 If you are an existing customer and you do not notify us whether the ordered Goods are to be collected or delivered then we may make them available for collection or deliver them to your usual delivery address (as applicable) based upon our previous dealings with you. Otherwise we will contact you to confirm your requirements.

7.8 We may supply Goods either all on one date or by separate batches on different dates from time to time. Either you or we can, by notice, cancel a Contract of Sale if we are unable to supply the Goods within 60 days of the date the Contract of Sale is made, and if this happens neither party can make any claim against the other. If a Contract of Sale is cancelled and some of the ordered Goods have been supplied then the cancellation will only apply to the Goods that have not been supplied (which in this context does not include Goods that have been dispatched and are in transit at the time of cancellation).

7.9 If you or your end customer is collecting ordered Goods from our offices then risk of loss of or damage to the Goods passes to you on collection.

7.10 If we are delivering ordered Goods to you or your end customer then risk of loss of or damage to the Goods passes to you on delivery.

8. Title to Goods

8.1 We own all Goods that you order from us until we receive from you in cleared funds all monies due to us in relation to the Goods, at which time title to the Goods passes from us to you.

8.2 You must clearly identify Goods that you have ordered from us but not paid for in full ("Unpaid Goods") as belonging to us and keep them safe, secure, comprehensively insured against loss and damage and separate from other property. Except as otherwise expressly set out in this clause 8 you must not:

- (a) part with possession of the Unpaid Goods;
- (b) allow any right to be created over the Unpaid Goods; or
- (c) make, nor allow anyone other than us to make, any additions, alterations or modifications to, or remove any part of, any of the Unpaid Goods.

8.3 You may sell Unpaid Goods in the ordinary course of your business on the understanding that the proceeds of sale belong to us.

8.4 We may, by notice, cancel your right to sell Unpaid Goods if you fail to pay us on time for any Contract of Sale. If:

- (a) you are a company or a partnership and: insolvency or winding-up proceedings are instituted by or against you; a receiver, liquidator or administrator is appointed for you; a substantial part of your assets is the object of attachment, sequestration or other type of comparable proceeding; you are unable or admit in writing your inability to pay your debts as they fall due; or you take or suffer any similar action in any country in which you are resident;
- (b) you are an individual and: you make an arrangement or composition with your creditors; you commit an act of bankruptcy; a receiving order is made against you; or you take or suffer any similar action in any country in which you are resident; or
- (c) you are a partnership and: any order is made in respect of you or any of your partners by a court of competent jurisdiction under Article 11 or Article 14 of the Insolvent Partnerships Order 1994; any of the events set out in clause (b) occurs in relation to any partner of the partnership; or any partner allows his share of the property of the partnership to be charged for his separate debt under Section 33(2) of the Partnership Act 1890, then your right to sell Unpaid Goods will automatically end and we may refuse to supply you with any further Goods.

8.5 If your right to sell Unpaid Goods is cancelled or ends then you must promptly:

- (a) make an insurance claim for all Unpaid Goods that are lost or damaged and pay to us the proceeds of the insurance claim;
- (b) hand over to us the proceeds of sale of all Unpaid Goods which you have sold; and
- (c) hand over to us those Unpaid Goods that are not lost or sold, and you agree that we may enter your premises or any other premises to which you have a right to enter to recover such Goods.

9. Acceptance of Goods

9.1 We recommend you and/or your end customer check that the Goods we sell to you conform with their Contract of Sale at the time you or your end customer collect the Goods from us or at the time we deliver them to you or your end customer (as applicable).

9.2 Signature of the proof of delivery note on delivery or proof of collection note on collection (as applicable) by or on behalf of you or your end customer shall be conclusive proof that the Goods packaging has not been damaged or tampered with whilst the Goods have been at our risk (except to the extent that anything to the contrary is clearly marked on the proof of delivery note or proof of collection note).

9.3 Without prejudice to clause 9.2, if you or your end customer do not receive all of the Goods or you or your end customer find that any of the Goods do not conform to these terms and conditions or the Contract of Sale then you must notify us of this fact in writing within 3 days of the date of collection or delivery of the Goods (as applicable). If we do not receive notification from you within this period then you will be deemed to have accepted that: you or your end customer (as applicable) has

received the right quantity of Goods; the Goods are free from damage; and the Goods conform to these terms and conditions and the Contract of Sale.

9.4 If you notify us that you or your end customer/user have not received all of the Goods you ordered then you must promptly provide us with reasonable evidence supporting your claim. If we accept your claim then we will by way of full and final settlement of all our obligations and liabilities to you in relation to the claim at our discretion either: credit your trading account with an amount equal to any monies you have paid to us for the unreceived Goods; refund any monies you have paid to us for the unreceived Goods; or dispatch to you or your end customer the unreceived Goods.

9.5 If you notify us that any of the Goods you or your end customer received were damaged whilst they were at our risk or do not conform to these terms and conditions or the Contract of Sale then you must promptly return the Goods to us and provide us with reasonable evidence supporting your claim. If we accept your claim then we will by way of full and final settlement of all our obligations and liabilities to you in relation to the claim at our discretion either: credit your trading account with an amount equal to any monies you have paid to us for the damaged/non-conforming Goods; refund any monies you have paid to us for the damaged/non-conforming Goods; repair the damaged/non-conforming Goods; or replace them with Goods that conform with these terms and conditions.

9.6 If you wish to return Goods to us for reasons other than those set out in clauses 9.3 to 9.5 above, then, provided the Goods have been returned to us undamaged, unused, in their original condition and original, sealed and unopened packaging, we may, at our sole discretion, accept their return. The Goods shall remain at your risk until we confirm to you in writing that they conform with this clause 9.6 and that we accept their return. You shall be responsible for all costs (including, without limitation, all transportation and insurance costs) relating to the return of the Goods. If we accept their return then we will at our discretion either: credit your trading account with an amount equal to any monies you have paid to us for the returned Goods; or refund any monies you have paid to us for the returned Goods, in each case less a restocking fee equal to the higher of: fifteen per cent of the price of the Goods; and fifty pounds sterling. If you have not paid us for the Goods then we may charge you separately for the restocking fee.

10. Goods bought for resale

10.1 If you resell any Good then you must:

- (a) resell the Good in its original state and original, sealed and unopened packaging;
- (b) not modify, delete or obscure any copyright, trade mark, patent or other proprietary notice which is on the Good, the Good's packaging or the documentation that accompanies the Good;
- (c) not use or apply on or in relation to the Good (including as or part of any corporate, trade or business name) any other trade marks, logos or wordings;
- (d) pass onto your customers all documentation, including instructions of use, that we supply to you with the Good; (e) not make any representations, warranties, claims or guarantees to your customers about us or the Good that are false or misleading or inconsistent with those contained in the documentation supplied by us with the Good; and
- (f) adhere to any additional terms and conditions that we may notify to you from time to time in order to ensure that you and we comply with the Good manufacturer's requirements.

10.2 You shall indemnify us against all costs, damages, losses and expenses we incur or suffer as a result of your failure to comply with your obligations under

clause 10.1.

11. Goods performance

11.1 We warrant to you that each Educational Good we supply to you is of satisfactory quality.

11.2 For each Third Party Good we supply to you we will pass on to you, to the extent that we are able to do so, the benefit of any standard warranty or guarantee that is provided to the end user of the Good by the Good manufacturer.

11.3 In addition, we may offer a separate written warranty or guarantee in respect of a Good we supply to you. If we offer a separate written warranty or guarantee for a Good then details of the warranty/guarantee will be provided with the Good at the time of its despatch/collection.

11.4 Subject to these terms and conditions, we operate a dead on arrival ("DOA") procedure the details of which vary depending on the manufacturer of the Good. We will notify you of the details of the relevant DOA procedure following request or, if applicable, on our receipt of your notification in accordance with the terms of clause 9.3.

12. Services

12.1 In respect of each Contract of Sale, we will provide to you or to your end customer on your behalf (as applicable) the Services set out in the Contract of Sale. We aim to provide the Services in accordance with any dates or timetable set out in the Contract of Sale; but we cannot, and do not, guarantee to provide the Services in accordance with any dates or timetable. We accept no liability for any loss or damage you may suffer as a result of our failure to provide the Services in accordance with any dates or timetable.

12.2 If we require access to any premises (other than our own) to provide any Services then you will be responsible for making access to such premises available to us to enable us to carry out the Services.

12.3 We warrant to you that we will provide the Services with reasonable skill and care.

13. Price

13.1 The price payable by you for each of the Goods you order will be our current list price for the Good at the date the Good is despatched or made available for collection (as applicable) less any discount (if any) confirmed to you in writing from time to time by one of our directors. You can obtain a copy of our current list price upon request. Our prices do not include the cost of delivery or our collection administration fee, which we may charge you for separately in respect of each delivery or collection.

13.2 The prices for Goods set out in clause 13.1 will apply irrespective of any prices that you or we may include on any order quotation, offer, order acknowledgement, order confirmation or similar document. If any order you place includes prices that differ from the prices set out in clause 13.1 then we will try and notify you of your error prior to despatch.

13.3 The price payable by you for the Services set out in a Contract of Sale will be the price set out in our acknowledgement of order form that we send to you in respect of the Contract of Sale.

13.4 Details of any discount or other non-standard pricing structure that we agree with you from time to time shall be treated by you as information of a confidential nature. You must keep this information confidential and not disclose it to any third party.

13.5 All charges set out in these terms and conditions and any Contract of Sale are exclusive of value added tax. Where applicable, we will add value added tax to any charges at the current rate at the date we invoice you for the charges.

14. Payment

14.1 If we inform you that we require you to pay:

- (a) a non-returnable deposit; or
- (b) the full purchase price for the Goods and/or Services, in advance of the date the Goods are despatched or collected or the Services started then we may invoice you for, and you must pay, the required amount in cleared funds prior to that date.

14.2 Subject to clause 14.1, we will invoice you for the Goods you order on or around the date we make the Goods available for collection or we dispatch the Goods (as applicable). If we make available for collection/dispatch Goods in batches on different dates then we will only invoice you for the Goods we make available for collection/despatch.

14.3 Subject to clause 14.1, we will invoice you for the Services we provide under a Contract of Sale on a monthly basis, or, where the Services are to be provided for less than a month, once the Services have been completed.

14.4 We will charge you and you must reimburse us for any duty, value added tax and/or other sales taxes and/or any customs, import or export duties we are liable to pay on any Goods we sell or Services we provide to you.

14.5 If you wish to pay any amount you owe us by credit card then we may charge you a credit card administration fee equal to 2.5% of the amount.

14.6 In respect of each invoice we submit to you, you must pay the total amount set out in the invoice so that we receive in cleared funds a sum equal to the total amount within 30 days of the date of the invoice. You must pay the total even if you dispute its amount on the understanding that if it is resolved that the total is too great we will rectify our mistake by promptly making an appropriate payment to you. You must notify us of any query you have about an invoice within 7 days of the date of the invoice.

14.7 All payments you make must be in pounds sterling unless our invoice states otherwise.

14.8 You must make all payments due to us without any deduction by way of setoff, counterclaim, discount, abatement or otherwise.

14.9 If you fail to pay us on time we may, amongst other things:

- (a) charge you interest on the outstanding amount at the rate of 5% above the Bank of England base rate, accruing on a daily basis until payment is made in full;
- (b) refuse to supply you with any further Goods or provide any further Services until payment is made in full;
- (c) disallow any discount that applies to any part of the outstanding payment; and/or
- (d) deduct from any monies we owe you any monies you owe us.

15. Credit limit

15.1 When we first start trading with you we may set up a trading account for you with a credit limit, which we may increase or decrease from time to time.

15.2 If you have a trading account with us then you must keep within your credit limit at all times. If you exceed your credit limit, or if the value of an order would make you exceed it, then we will not supply you with any further Goods or provide any further Services until you reduce the outstanding balance sufficiently.

16. Confidential Information

16.1 You shall hold in confidence all information concerning our business and affairs that we provide to you which is designated as confidential or which by its nature is confidential. You shall not disclose such information to any third party and shall, immediately following our request, return all such information to us.

17. Our liability to you

17.1 Nothing in these terms and conditions or any Contract of Sale shall exclude or limit our liability for: death or personal injury arising from our negligence; fraud or fraudulent misrepresentation; or any other liability that cannot be limited or excluded by law.

17.2 The warranties and conditions stated in these terms and conditions are in lieu of all other conditions, warranties or other terms that might be implied into or incorporated into these terms and conditions or any Contract of Sale whether by statute, common law or otherwise, all of which are hereby excluded to the extent permitted by law.

17.3 Subject to clause 17.1, we will not be liable to you under any statute or in contract, tort or otherwise for any:

(a) loss of profits, business revenue, business opportunity, contracts, goodwill and/or anticipated savings; and/or

(b) indirect or consequential loss or damage, which arises out of or in relation to these terms and conditions or any Contract of Sale.

17.4 Subject to clause 17.1, our total aggregate liability to you under or in connection with each Contract of Sale (whether such liability arises under any statute or in contract, tort or otherwise) shall be limited to the total price payable by you under that Contract of Sale.

17.5 Subject to clause 17.1, our total aggregate liability to you under or in connection with these terms and conditions (whether such liability arises under any statute or in contract, tort or otherwise) shall be limited in each calendar year to £1,000.

18. Assignment

18.1 You must not assign, dispose of or delegate any of your rights or obligations under these terms and conditions or any Contract of Sale without our prior written consent.

18.2 Both you and we shall in all cases act as principal in respect of these terms and conditions and each Contract of Sale and will be responsible and liable for the acts and omissions of our respective employees and sub-contractors. You will also be responsible and liable to us for the acts and omissions of your end customers/users where those acts and omissions put you in breach of these terms and conditions or any Contract of Sale.

19. General

19.1 We will not be liable to you for any breach of our obligations under these terms and conditions or any Contract of Sale to the extent that the breach is due to circumstances beyond our reasonable control, which shall include, without limitation, wars, acts of terrorism, labour disputes, shortages of materials or labour and problems with our sub-contractors.

19.2 No third party (which term includes your end customers) shall have any rights under or in connection with these terms and conditions or any Contract of Sale by virtue of the Contracts (Rights of Third Parties) Act 1999.

19.3 If at any time any provision of these terms and conditions or any Contract of Sale is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability

in that jurisdiction of any other provision, or the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of these terms and conditions or any Contract of Sale.

19.4 Any failure by us to enforce at any time any term or condition under these terms and conditions or any Contract of Sale shall not be considered a waiver of our right thereafter to enforce each and every term and condition of these terms and conditions and any Contract of Sale.

19.5 Any variation to a Contract of Sale will only be effective if the variation is recorded in writing and signed by an authorised representative of you and us. The variation will take effect from the date of last signature.

19.6 These terms and conditions and each Contract of Sale are governed by and shall be construed in accordance with English law and, except as set out in clause 19.7, you and us hereby submit to the exclusive jurisdiction of the English courts.

19.7 If you fail to pay us on time for any monies due to us under these terms and conditions or any Contract of Sale then you acknowledge and agree that we may bring a claim against you for non-payment in any jurisdiction in which you or your assets are located.